

Sullivan County NH

Type of meeting: Board of Commissioners Public Business Meeting

Date/Time: Tuesday, April 29, 2008; 3 PM

Place: Newport – Remington Woodhull County Complex

Attendees: Commissioners Jeffrey Barrette – Chair, Bennie Nelson – Vice Chair and Ethel Jarvis – Clerk; Greg Chanis – Interim County Administrator; Peter Farrand – Human Resource Director; Ross Cunningham – DOC Superintendent; Bob Weaver; Gary Trottier; Sheriff Michael Prozzo and Marc Hathaway – County Attorney (arrived later in meeting) and Sharon Johnson-Callum (minute taker).

Other attendees: Aaron Aldridge – Eagle Times Staff Reporter; State-County Delegate Larry Converse; Alex Tiegen – Valley News Reporter.

3:10 PM The Chair, Commissioner Barrette, opened the meeting. Commissioner Nelson led all with the *Pledge of Alliance*.

The Sheriff was not present and as Mr. Farrand was in attendance, to provide notarization, the Board went out of order from the agenda.

Agenda Item No. 3.c. Interim County Manager's Report - Redo FY09 PHN Coordinator Certificate of Vote and Contract Agreement, Notary Required

3:09 Commissioner Jarvis moved to accept the Certificate of Vote and have Jeff Barrette, Commissioner Chair, sign it. Commissioner Nelson seconded the motion. Discussion: Mr. Chanis noted the contract and Cert. Of Vote needed to be redone, as the person holding the NH State DHHS Director position changed during the processing of the first Cert and Agreement. A voice vote was taken. The motion carried, unanimously.

3:13 Commissioner Nelson moved to authorize the Interim County Administrator to sign it [the FY09 PHN Coordinator, DHHS grant contract] under section 1.11, on the agreement. Commissioner Jarvis seconded the motion. There was no

discussion. A voice vote was taken. The motion carried, unanimously.

Mr. Barrette read through the Certificate of Vote [Appendix A] verbatim, and signed the document. Mr. Chanis signed the contract agreement [Appendix B], while Mr. Farrand notarized Mr. Chanis's signature on the contract.

Non Agenda Item - Human Resources – Schedule Termination Hearing

Mr. Farrand noted he needed a date/time for the Board to convene for a termination hearing. The group decided on Friday, May 9th at 8 a.m. in Newport.

3:16 Mr. Farrand left the room.

Agenda Item No. 2.b. DOC Superintendent Report – Donation of Van
Mr. Weaver noted it came to their attention County inmates were available for work for towns/non-profits and Claremont would like to discuss using inmates for general cleanup of the down town. He noted he had spoken to Mr. Cunningham regarding this and that the lack of transportation to move inmates to the job site was a current issue. Mr. Weaver noted the Claremont "Main Street Program" is considering donating a van to support Mr. Cunningham's group. He noted the van not only could be used to transport the inmates to Claremont, but by other communities of the County. The van would be considered a donation to the DOC, owned by County, with the County responsible for vehicle maintenance. Mr. Barrette noted this was a great program and "thanked" the gentleman for the donation. Mr. Trottier questioned the types of work duties the inmates were allowed to participate in. Mr. Cunningham will appear May 7th before the Claremont board to discuss this aspect, but advised work could include: painting, cleaning, snow removal, and weeding; they do not allow them to do heavy equipment detail; all safety equipment needed is supplied by the municipality/organization; and if specialty work - requiring training - is needed, the person needing the work is responsible for training the inmates. Mr. Cunningham confirmed inmates are supervised and he'd like to commit, later, to a set schedule for inmate activities, with the municipality/organization providing the basic outline of work detail. Mr. Cunningham noted inmates recently worked in Goshen, have duties to do in Unity, and prefers to work off a schedule.

Agenda Item 2.a DOC Superintendent Report – Physician's Contract
Mr. Chanis noted he spoke to the County Attorney who reviewed the Physician Contract, and is okay with the wording [Appendix C.1-3].

3:25 Commissioner Jarvis moved to authorize the Superintendent to enter the physician [services] agreement [with New London Hospital Association]. Commissioner Nelson seconded the

motion. There was no further discussion. A voice vote was taken. The motion carried, unanimously.

Agenda Item No.2 DOC Superintendent Report

Non Agenda Item Census Report

Mr. Cunningham read through the April 29, 2008 Population Breakdown [Appendix D]

Non Agenda Item NH State Field Services Citizen's Advisory Board

Mr. Cunningham provided copies of an Apr. 7th letter sent by Governor John Lynch to Mr. John Gramuglia, DOC LADC, appointing Mr. Gramuglia to the Field Services Citizen's Advisory Board representing the DOC Commissioners Office [Appendix E]

Non Agenda Item DOC THU Data

Commissioner Jarvis asked how long the THU was opened and has been running? She'd like data showing how many have not returned to DOC due to the THU program. Mr. Cunningham confirmed he'd gather this information.

Non Agenda Item Community Corrections Project - April 25th
Delegation Meeting Update & Future Plans

Mr. Cunningham indicated all Delegates at the 4/25 meeting expressed support of the concept and project; and discussions continue regarding the finances. Superintendent Cunningham and Mr. Chanis will bring further data to the Board at a later date. Both Mr. Chanis and Supt. Cunningham are attending a 7 PM meeting tomorrow evening in Sunapee at the Safety Building. Representative Suzanne Gottling was instrumental in posting and championing the meeting and discussions. After this evening, Mr. Cunningham will prepare an overview of all public sessions they've held about the project to use as a handout at future events. Mr. Nelson questioned if the DOC were using a 28-day program similar to other substance/alcohol abuse treatment centers would the County receive reimbursement? Mr. Cunningham confirmed Mr. Gramuglia is checking into this aspect with the State.

Agenda Item No. 2.d. DOC Policy Manual Review

Mr. Cunningham e-mailed the Board a draft of the DOC Policy Manual, earlier today, and is very proud of all whom worked on it. Both the Sheriff and Attorney offices provided input. He would like the Board to review the documents throughout the month of May in order to discuss it towards the end of May, first part of June, when he will ask them to provide formal approval. Mr. Cunningham confirmed the Human Resources employee manual with DOC's policies was incorporated into the policy.

Mr. Cunningham requested an Executive Session to discuss a possible litigation/inmate issue that just came up at the DOC. The Chair noted they'd hold both Executive Sessions together towards the end of the meeting.

3:38 Sheriff Michael Prozzo arrived.

Agenda Item No. 1. Sheriff's Office Report

□ Highway Safety Grant Update

Sheriff Prozzo noted this was a \$1,699.20 grant for DWI patrols. It involves one (1) officer, six (6) hour patrols, and will be run in collaboration with the State policy when they perform DWI patrols from June through August. He is seeking the Board to accept the agreement, which requires the signatures of the Chair and the Sheriff.

3:40 Commissioner Jarvis moved to accept the [Highway Safety grant of \$1,699.20] and for the Chair and Sheriff to sign the documents. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.

Non-Agenda Item

Firing Range Update

Sheriff Prozzo is ready to discuss the three (3) best places to locate a firing range in the county; but, also noted the local sportsmen's club would like to have a conversation with the Board regarding this project. The Sheriff will contact Ms. Johnson-Callum as to which date is good for all to meet.

Agenda Item No. 3 Interim County Manager's Report

Agenda Item No. 3.a. FY 09 Budget Update

Mr. Chanis noted the Commissioners completed their FY09 Proposed Department budget review and are at a point to approve the budget that is then handed off to the Delegation Executive Finance Committee. Mr. Chanis distributed a copy of the Fiscal Year 2009 Proposed Summary Revenue and Expenses [Appendix F], plus a sheet labeled "Sullivan County FY09 Budget Summary" [Appendix G] – highlighting the proposed expense and revenue totals, amount of \$13,704,523 to be raised by taxes, comparison to FY08 taxes raised, that showed an increase of \$3,335,143. He also distributed a copy of the "Estimated 2008-2009 County Taxes", per town [Appendix H], and the "Sullivan County Tax History with FY09 Proposed" [Appendix I]. The group discussed areas on the sheets that displayed incorrect column/cell titles. Mr. Chanis confirmed he'd have titles updated before distributing to the EFC. Mr. Barrette wanted to make it clear this was also based on the assumption they end the year "even". Mr. Chanis suggested they make a motion to approve the Sullivan County FY09 budget as detailed in the FY09 Proposed Summary of Revenues and Expenses document. Mr. Aldridge

questioned what number was used as the projected [nursing home resident] census in the proposed budget? Mr. Barrette and Nelson noted they believe it was either 141 or 142. Mr. Chanis will attain that information for Mr. Aldridge after the meeting. Mr. Chanis confirmed he'd have a detailed report on the County website [www.sullivancountynh.gov] by the end of next week, as the Account Clerk was on vacation.

3:59 Commissioner Nelson moved to approve the budget [as detailed in the Fiscal Year 2009 Proposed Summary Revenue and Expenses document, of \$28,413,556 Expenses, \$14,709,033 revenue with \$13,704,523 to be raised by taxes]. Commissioner Jarvis seconded the motion. Discussion: Mr. Barrette noted the budget process was not an easy thing to do, but feels it reflects a more accurate, truer, budget, and they should not see any surprises. Commissioner Nelson pointed out if they review the history document, going back five (5) years, it does not look as bad – they used up the fund balances in 04, 05 and 06 – creating the perfect storm. A voice vote was taken. The motion carried, unanimously.

Agenda Item No. 3.d. Sullivan County Voucher 1159: Checks 41533 & 41577

Mr. Chanis indicated he had additional information on two checks rejected by one of the Commissioners [on Voucher 1159]:

- ❑ Check No. 41533 for \$62.62 to Chuck Hersey. This was to reimburse Mr. Hersey, who original paid Judith Kaufman \$62.62 to reimburse her for mileage to attend a State CE Advisory meeting from Cornish NH on 4/17/08, 124 miles @ .505 per mile. Commissioner Jarvis pointed out Judy Kaufman was on the Advisory Board and feels they should not be given mileage reimbursement, especially at the rate of .505, when the County reimbursement rate is less. It was noted she was not a County employee and funds were taken from the UNH Cooperative Extension Expense line. Commissioner Nelson pointed out they normally ride with others going to Concord and it's not frequent to see these reimbursements. Mr. Chanis noted UNH rate is probably higher than the County's, which is why they used that rate as they attended a UNH event. Mr. Chanis confirmed he'd check with both Mr. Wilner and Hersey on protocol. Both Mr. Barrette and Nelson noted they were fine with the reimbursement. Commissioner Jarvis wanted it noted she was not.
- ❑ Check No. 41557 for \$28.50 to Nancy Berry for a gift card. Mr. Chanis noted this was for the Strengthening Families Program 10-14, an incentive for families to complete a 7-week program with their youths. Ms. Johnson-Callum noted the account number used is Fund 24, which indicates it's a "grant" funded program.

4:10 Marc Hathaway, County Attorney, entered the room.

Non Agenda Item

LGC/Health Trust Health Claims and Prescriptions

Mr. Chanis reminded the Board they previously discussed making a formal motion to approve changing the funding structure of health claims and prescriptions [currently paid monthly through LGC] from self-funded to fully funded.

4:12 Commissioner Nelson moved to state it is the Sullivan County Commissioner's intention to switch from self funded to fully funded to offer to it's employees. Commissioner Jarvis seconded the motion. There was no further discussion. A voice vote was taken. The motion carried, unanimously.

Agenda Item No. 5. Public Participation

Rep. Converse questioned which plan was in the approved Commissioners FY09 budget? Mr. Chanis confirmed they budgeted for the fully funded plan. Mr. Barrette added that it's the exact same plan the County has today, but fully funded. The Board confirmed it was not the least expensive plan.

Rep. Converse questioned if the van was budgeted? As this question was a bit vague, two answers were given: 1) Mr. Chanis noted there were budgeted monies in 40.550.21097 [Equipment line] to purchase the cargo van from the Sheriff's Office and 2) the other "passenger" van is being donated by Claremont.

Sheriff Prozzo, noted, as a tax payer, he wanted to thank the Board with their decision to switch the way the health care plan was being funded. He feels this will be positive for the County and can now budget better.

4:16 Commissioner Jarvis moved to go into Executive Session per RSA 91-A.III.2.c., d., and e. for a contract/legal opinion Commissioner Nelson seconded the motion. There was no discussion. A role call vote was made. The motion carried, unanimously.

4:41 Commissioner Jarvis moved to come out of Executive Session. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.

No formal decision was required of the issue spoken of in Executive Session.

4:42 Mr. Cunningham returned to the room.

4:42 Commissioner Nelson moved to return to Executive Session for an inmate/possible litigation issue [Per RSA 91.A.3.II.e]. Commissioner Jarvis seconded the motion. Those in Executive Session were: the three Commissioners, Mr. Chanis, Mr.

Cunningham and Ms. Johnson-Callum. A role call vote was taken. The motion carried, unanimously.

4:51 Commissioner Jarvis moved to come out of Executive Session. Commissioner Nelson seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.

Agenda Item No. 4. Commissioners Report

Agenda Item No. 4.a. Organizational Chart

The Board decided to table discussions to the next Board meeting [May 20th].

Non Agenda Item Termination & Special Meeting Combined

The Board requested the notice of the special meeting scheduled for Friday, May 9th to include "discussions of other county business in public" as there would be too long of a period between now and their next business meeting.

Non Agenda Item Government Accounting Standards Training

Mr. Chanis found a 3-day seminar exclusively on governmental accounting at the University of Texas June 9th -11th. Once the course is completed, they offer 1-day updates each year. He spoke directly to the seminar presenter who confirmed the seminar would be very appropriate for those who are not accountants, but at his level. Cost estimates are \$1,695. He noted funds could be taken from the Accounting line, or transferred from there to the Expense Account line. He noted he'd be also attending the Primex Conference in May.

5:00 Commissioner Nelson moved to authorize the Interim County Administrator to attend the governmental accounting course on June 10th and 11th and transfer funds from 30.409 account line to 10.403 education and training lines, for \$1,700.

Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.

Non Agenda Item Documents for EFC FY09 Budget Review

Commissioner Nelson requested a document to illustrate the comparison of expenses, revenue, census, and state write-ups, at the nursing home last year vs. this year. Mr. Chanis will have Mr. Purdy work on that task.

Non Agenda Item MS42

Commissioner Barrette requested the ratification of the MS42 be added to the May 20th meeting.

Agenda Item No. 6. Meeting Minutes Review

Agenda Item No. 6.a. April 15, 2008 Public Meeting Minutes
The group discussed two areas to correct.

5:11 Commissioner Nelson moved to approve the April 15th public meeting minutes with corrections. Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.

Non Agenda Item Pro Bono Accounting Input

The Board requested Mr. Chanis contact Mr. Blanchard. Mr. Chanis noted he'd meet with Blanchard to discuss the process and potential changes, and would present the process and timeline to the Commissioners prior to scheduling a meeting with Blanchard and the Board.

Agenda Item No. 6.b. April 15, 2008 Executive Session


5:17 Commissioner Nelson moved to approve and keep sealed the April 15th Executive Session minutes, until the matter is resolved; or, to revisit at the first meeting in June. Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.

Other budget work session minutes

Ms. Johnson-Callum noted they needed to write up minutes for the FY09 budget review session, as they met with three Commissioners creating a quorum. Mr. Chanis confirmed he'd work with Ms. Johnson-Callum on that. Commissioner Jarvis reminded him that the Commissioners made a motion, during one of the sessions, regarding salaries and how the Board is the only entity able to provide large pay increases, and in employee handbook.

5:22 Commissioner Nelson moved to adjourn the meeting. Commissioner Jarvis seconded the motion. There was no discussion. A voice vote was taken. The motion carried, unanimously.

Respectfully submitted,


Ethel Jarvis, Clerk
Board of Commissioners

Date signed: 5-27-08

EJ/s.j-c.



Sullivan County NH, Board of Commissioners
Revised - AGENDA

REGULAR BUSINESS MEETING
Tuesday, April 29, 2008, Time 3 PM

Place: Sullivan County Newport Complex
14 Main Street, Newport NH 03773 – Commissioners' Conference Room

- | | | |
|-------------------|----|--|
| 3:00 PM – 3:15 PM | 1. | Sheriff's Office Report
<input type="checkbox"/> Highway Safety Grant Update |
| 3:15 PM – 3:30 PM | 2. | DOC Superintendent Report
a. Physician's Contract
b. Donation of Van
c. Apr. 25, 2008 Updates from Supt. Cunningham
d. DOC Policy Manual Review |
| 3:30 PM – 3:50 PM | 3. | Interim County Manager's Report
a. FY 09 Budget Update
b. FY 08 Potential Budget Transfers
c. Redo FY09 PHN Coordinator Certificate of Vote and Contract Agreement, Notary Required
d. Sullivan County Voucher 1159: Checks 41533 & 41557
e. Miscellaneous Other Business |
| 3:50 PM – 4:05 PM | 4. | Commissioners' Report
a. Organizational Chart Review & Ratification (Tabled from 4/15/08 meeting)
b. Probable Executive Session Per RSA 91:A.3.II.c.,d. & e (Marc Hathaway opinion contract) |
| 4:05 PM – 4:15 PM | 5. | Public Participation |
| 4:15 PM – 4:20 PM | 6. | Meeting Minutes Review
a. April 15, 2008 Public Meeting Minutes
b. April 15, 2008 Executive Session
c. April 21, 2008 FY 09 Budget Review |
| 4:20 PM | 7. | Adjourn meeting |



Sullivan County NH, Board of Commissioners
Revised - AGENDA

Upcoming Events:

- **April 30th, Wed. 7 PM Sunapee, Community Corrections Presentation**
- **May 20th, Tue. Next Board of Commissioners meeting.**
 - Time: 3 PM. Place: Unity, Sullivan County Health Care Facility, 1st Floor, Recreation Room.
- **May 15th, Thu. Greater Sullivan County All Hazards Health Region Meeting.**
 - **Point of Dispensing Table Top Exercise**
 - **Time: 9:30 AM. Place: Unity County Complex – Ahern Building.**

WITH SEAL

CERTIFICATE OF VOTE

I, Jeffrey Barrette, of Sullivan County NH, do hereby certify that:

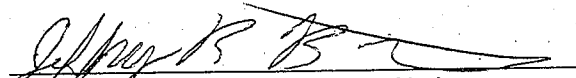
1. I am the duly elected Chair of the Board of Commissioners;
2. The following are true copies of two resolutions duly adopted at a meeting of the Board of Directors of the corporation duly held on April 29, 2008:

RESOLVED: That this corporation enters into a contract with the State of New Hampshire, acting through its Department of Health and Human Services, Division of Public Health Services.

RESOLVED: That the Interim County Administrator is hereby authorized on behalf of this corporation to enter into said contract with the State and to execute any and all documents, agreements, and other instruments; and any amendments, revisions, or modifications thereto, as he/she may deem necessary, desirable, or appropriate. Greg Chanis is the duly elected appointed Interim County Administrator of the corporation.

3. The foregoing resolutions have not been amended or revoked and remain in full force and effect as of April 29, 2008.

IN WITNESS WHEREOF, I have hereunto set my hand as the Chair of the corporation this 29th day of April 29, 20 08.


Jeffrey Barrette, Commissioner Chair

(CORPORATE SEAL)

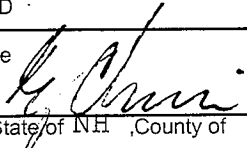
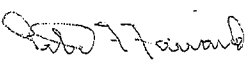
Subject: New Hampshire Public Health Network Services

AGREEMENT

The State of New Hampshire and the Contractor hereby mutually agree as follows:

GENERAL PROVISIONS

1. Identification and Definitions.

1.1	State Agency Name NH Dept of Health & Human Services Division of Public Health Services		1.2	State Agency Address 29 Hazen Drive Concord, NH 03301-6504	
1.3	Contractor Name Sullivan County		1.4	Contractor Address 14 Main Street Newport, NH 03753	
1.5	Account No. 010-090-5171-090-0415	1.6	Completion Date June 30, 2009	1.7	Audit Date December 30, 2010
				1.8	Price Limitation \$75,000.00
1.9	Contracting Officer for State Agency Jose T. Montero, MD		1.10	State Agency Telephone Number 603-271-4501	
1.11	Contractor Signature 		1.12	Name & Title of Contractor Signor Greg Chanis, Interim Cnty. Administrator	
1.13	Acknowledgment: State of NH, County of Sullivan On 4/29/08, before the undersigned officer, personally appeared the person identified in block 1.12., or satisfactorily proven to be the person whose name is signed in block 1.11., and acknowledged that s/he executed this document in the capacity indicated in block 1.12.				
1.13.1	Signature of Notary Public or Justice of the Peace [Seal]  PETER F. FARRAND, Notary Public My Commission Expires January 4, 2010				
1.13.2	Name & Title of Notary or Justice of the Peace Peter F. Farrand, Notary Public				
1.14	State Agency Signature(s)		1.15	Name/Title of State Agency Signor(s) Jose T. Montero, MD Director	
1.16	Approval by Department of Personnel (Rate of Compensation for Individual Consultants) By: _____ Director, On: _____				
1.17	Approval by Attorney General (Form, Substance and Execution) By: _____ Assistant Attorney General, On: _____				
1.18	Approval by the Governor and Council By: _____ On: _____				
2. EMPLOYMENT OF CONTRACTOR/SERVICES TO BE PERFORMED. The State of New Hampshire, acting through the agency identified in block 1.1 ("the State"), engages contractor identified in block 1.3 ("the Contractor") to perform, and the Contractor shall perform, that work or sale of goods, or both, identified and more particularly described in EXHIBIT A incorporated herein ("the Services").					
3. EFFECTIVE DATE: COMPLETION OF SERVICES. 3.1 This agreement, and all obligations of the parties hereunder, shall become effective on the date the Governor and Council of the State of New Hampshire approve this agreement, ("the Effective Date"). 3.2 If the date for commencement in Exhibit A precedes the Effective Date all services performed by Contractor between the commencement date and the Effective Date shall be performed at the sole risk of the contractor and in the event that this Agreement does not become effective, the State shall be under no obligation to pay the contractor for any costs incurred or services performed; however that if this Agreement becomes effective all costs incurred prior to the effective date shall be paid under the terms of this Agreement. All services must be completed by the date specified in block 1.6.					
4. CONDITIONAL NATURE OF AGREEMENT. Notwithstanding anything in this agreement to the contrary, all obligations of the State hereunder, including, without limitation, the continuance of payments hereunder, are contingent upon the availability and continued appropriation of funds, and in no event shall the State be liable for any payments hereunder in excess of such available appropriated funds. In the event of a reduction or termination of those funds, the State shall have the right to withhold payment until such funds become available, if ever, and shall have the right to terminate this agreement immediately upon giving the Contractor notice of such termination. The State shall not be required to transfer funds from any other account to the account identified in block 1.5 in the event funds in that account are reduced or unavailable.					

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

5. CONTRACT PRICE: LIMITATION ON PRICE: PAYMENT.

5.1 The contract price, method of payment, and terms of payment are identified and more particularly described in Exhibit B, incorporated herein.

5.2 The payment by the State of the contract price shall be the only, and the complete, reimbursement to the Contractor for all expenses, of whatever nature, incurred by the Contractor in the performance hereof, and shall be the only and the complete compensation to the Contractor for the Services. The State shall have no liability to the Contractor other than the contract price.

5.3 The State reserves the right to offset from any amounts otherwise payable to the Contractor under this Agreement those liquidated amounts required or permitted by RSA 80:7 through 7-C or any other provision of law.

5.4 Notwithstanding anything in this Agreement to the contrary, and notwithstanding unexpected circumstances, in no event shall the total of all payments authorized, or actually made, hereunder exceed the price limitation set forth in block 1.8 of these general provisions.

6. COMPLIANCE BY CONTRACTOR WITH LAWS AND REGULATIONS: EQUAL EMPLOYMENT OPPORTUNITY.

6.1 In connection with the performance of the Services, the Contractor shall comply with all statutes, laws, regulations, and orders of federal, state, county or municipal authorities which impose any obligation or duty upon the Contractor, including, but not limited to civil rights and equal opportunity laws. In addition, the vendor shall comply with all applicable copyright laws.

6.2 During the term of this Agreement, the Contractor shall not discriminate against employees or applicants for employment because of race, color, religion, creed, age, sex, handicap or national origin and will take affirmative action to prevent such discrimination.

6.3 If this agreement is funded in any part by monies of the United States, the Contractor shall comply with all the provisions of Executive Order No. 11246 ("Equal Employment Opportunity"), as supplemented by the regulations of the United States Department of Labor (41C.F.R. Part 60), and with any rules, regulations and guidelines as the State of New Hampshire or the United States issue to implement these regulations. The Contractor further agrees to permit the State or United States, access to any of the Contractor's books, records and accounts for the purpose of ascertaining compliance with all rules, regulations and orders, and the covenants and conditions of this Agreement.

7. PERSONNEL

7.1 The performance of the Services shall be carried out by employees of the Contractor. The Contractor shall at its own expense, provide all personnel necessary to perform the Services. The Contractor warrants that all personnel engaged in the Services shall be qualified to perform the Services, and shall be properly licensed and otherwise authorized to do so under all applicable laws.

7.2 The Contractor shall not hire, and shall permit no subcontractor or other person, firm or corporation with whom it is engaged in a combined effort to perform the Services, to hire any person who has a contractual relationship with the State, or who is a State officer or employee, elected or appointed.

7.3 The Contracting Officer specified in block 1.9, or his or her successor, shall be the State's representative. In the event of any dispute concerning the interpretation of this Agreement, the Contracting Officer's decision shall be final.

8. EVENT OF DEFAULT, REMEDIES.

8.1 Anyone or more of the following acts or omissions of the Contractor shall constitute an event of default hereunder ("Events of Default"):

8.1.1 failure to perform the Services satisfactorily or on schedule; or

8.1.2 failure to submit any report required hereunder; or

8.1.3 failure to perform any other covenant or condition of this Agreement.

8.2 Upon the occurrence of any Event of Default, the State may take any one, or more, or all, of the following actions:

8.2.1 give the Contractor a written notice specifying the Event of Default and requiring it to be remedied within, in the absence of a greater or lesser specification of time, thirty (30) days from the date of the notice; and if the Event of Default is not timely remedied, terminate this agreement, effective two (2) days after giving the Contractor notice of termination; and

8.2.2 give the Contractor a written notice specifying the Event of Default and suspending all payments to be made under this Agreement and ordering that the portion of the Contract price which would otherwise accrue to the Contractor during the period from the date of such notice until such time as the State determines that the Contractor has cured the Event of Default shall never be paid

to the Contractor; and

8.2.3 set off against any other obligations the State may owe to the Contractor any damages the State suffers by reason of any Event of Default; and

8.2.4 treat the agreement as breached and pursue any of its remedies at law or in equity, or both.

9. DATA: ACCESS; CONFIDENTIALITY; PRESERVATION.

9.1 As used in this Agreement, the word "data" shall mean all information and things developed or obtained during the performance of, or acquired or developed

by reason of, this Agreement, including, but not limited to, all studies, reports, files, formulae, surveys, maps, charts, sound recordings, video recordings, pictorial reproductions, drawings, analyses, graphic representations, computer programs, computer printouts, notes, letters, memoranda, papers, and documents, all whether finished or unfinished.

9.2 On and after the Effective Date, all data and any property which has been received from the State or purchased with funds provided for that purpose under this Agreement, shall be the property of the State, and shall be returned to the State upon demand or upon termination of this Agreement for any reason.

9.3 Confidentiality of data shall be governed by RSA 91-A or other existing law. Disclosure pursuant to a right to know request shall require prior written approval of the State.

10. **TERMINATION.** In the event of an early termination of this Agreement for any reason other than the completion to the Services, the Contractor shall deliver

to the Contracting Officer, not later than fifteen (15) days after the date of termination, a report ("the Termination Report") describing in detail all Services performed, and the Contract Price earned, to and including the date of termination. To the extent possible, the form, subject matter, content, and number of copies of the Termination Report shall be identical to those of any Final Report described in EXHIBIT A.

11. **CONTRACTOR'S RELATION TO THE STATE.** In the performance of this agreement the Contractor is in all respects an independent contractor, and is neither an agent nor an employee of the State. Neither the Contractor nor any of its officers, employees, agents or members shall have authority to bind the State or receive any benefits, worker's compensation or other emoluments provided by the State to its employees.

12. **ASSIGNMENT, DELEGATION AND SUBCONTRACTS.** The Contractor shall not assign, or otherwise transfer any interest in this Agreement without the prior written consent of the State. None of the Services shall be delegated or subcontracted by the Contractor without the prior written consent of the State.

13. **INDEMNIFICATION.** The Contractor shall defend, indemnify and hold harmless the State, its officers and employees, from and against any and all losses suffered by the State, its officers and employees, and any and all claims, liabilities or penalties asserted against the State, its officers and employees, by or on behalf of any person, on account of, based or resulting from, arising out of (or which may be claimed to arise out of) the acts or omissions of the Contractor. Notwithstanding the foregoing, nothing herein contained shall be deemed to constitute a waiver of the sovereign immunity of the State, which immunity is hereby reserved to the State. This covenant shall survive the termination of this Agreement.

14. INSURANCE AND BOND.

14.1 The Contractor shall, at its sole expense, obtain and maintain in force, and shall require any subcontractor or assignee to obtain and maintain in force, both for the benefit of the State, the following insurance:

14.1.1 comprehensive general liability insurance against all claims of bodily injury, death or property damage, in amounts of not less than \$250,000 per claim and \$2,000,000 per incident; and

14.1.2 fire and extended coverage insurance covering all property subject to subparagraph 9.2 of these general provisions, in an amount not less than 80% of the whole replacement value of the property.

14.2 The policies described in subparagraph 14.1 of this paragraph shall be the standard form employed in the State of New Hampshire, issued by underwriters acceptable to the State, and authorized to do business in the State of New Hampshire. Each policy shall contain a clause prohibiting cancellation or modifications of the policy earlier than 10 days after written notice thereof has been received by the State.

15. **WAIVER OF BREACH.** No failure by the State to enforce any provisions hereof after any Event of Default shall be deemed a waiver of its rights with regard to that event, or any subsequent Event. No express failure of any Event of Default shall be deemed a waiver of the right of the State to enforce each and all of the provisions hereof upon any further or other default on the part of the Contractor.

16. **NOTICE.** Any notice by a party hereto to the other party shall be deemed to have been duly delivered or given at the time of mailing by certified mail, postage prepaid, in a United States Post Office addressed to the parties at the addresses given in blocks 1.2 and 1.4, above.

17. **AMENDMENT.** This Agreement may be amended, waived or discharged only by an instrument in writing signed by the parties hereto and only after approval of such amendment, waiver or discharge by the Governor and Council of the State of New Hampshire.

18. **CONSTRUCTION OF AGREEMENT AND TERMS.** This Agreement shall be construed in accordance with the laws of the State of New Hampshire, and is binding upon and inures to the benefit of the parties and their respective successors and assigns.

19. **THIRD PARTIES.** The parties hereto do not intend to benefit any third parties and this agreement shall not be construed to confer any such benefit.

20. **SPECIAL PROVISIONS.** The additional provisions set forth in EXHIBIT C hereto are incorporated as part of this Agreement.

21. **ENTIRE AGREEMENT.** This Agreement, which may be executed in a number of counterparts, each of which shall be deemed an original, constitutes the entire Agreement and understanding between the parties, and supersedes all prior agreements and understanding.

It is unlawful to make any alteration to the text of this document.

A signature on this document signifies that no alterations have been made to the original text or format.

PHYSICIAN SERVICES AGREEMENT

This Physician Services Agreement is entered into as of the 19th day of November, 2007 by and between The New London Hospital Association, Inc. (hereinafter "Hospital"), located at 273 County Road, New London, NH and its employee Lawrence A. Schissel, M.D. (hereinafter Physician"), and Sullivan County Department of Corrections (hereinafter "DOC"), for the provisions of services by Dr. Lawrence Schissel as Physician for the DOC.

Recitals

WHEREAS, Sullivan County Department of Corrections is a prison; and

WHEREAS, Hospital employs physicians qualified and licensed to practice medicine in the State of New Hampshire; and

WHEREAS, the parties to this Agreement desire to provide a full statement of their respective covenants, agreements, and responsibilities in connection with the Physician's performance of the Physician's services during the terms of this agreement:

NOW THEREFORE, in consideration of the mutual covenants and agreements set forth in this herein, and other good and valuable consideration, the receipt of sufficiency of which is hereby acknowledged, Hospital and DOC, agree as follows:

1. Term

- 1.1 The term of this agreement shall commence on November 19, 2007 and shall continue for a period of one year (the "Initial Term"). At the conclusion of the Initial Term, this Agreement, upon mutual agreement of the parties, may be renewed for successive one (1) year terms (each, a "Renewal Term") unless terminated as provided under Section 8 of this Agreement. Upon renewal of the Agreement, all other conditions of the Agreement in existence at the end of the Initial Term shall continue in place. The word "Term" when used in this Agreement shall mean the Initial Term and Renewal Term.

2. Engagement

- 2.1 Hospital employs, and hereby appoints Lawrence A. Schissel, M.D. to provide physician services for the Sullivan County Department of Corrections for the term of this Agreement.
- 2.2 Physician, at all times during the performance of services pursuant to this Agreement, will be acting as an employee of Hospital. Except as expressly set forth in this agreement and as required by applicable law, DOC will neither have or exercise any control or direction over the methods by which Physician shall perform the duties hereunder, as long as said duties are required by this Agreement.
- 2.3 Nothing in this agreement shall limit or restrict Physician's right to serve as Physician of another facility or entity.

3. Services of Physician

- 3.1 As the contracted physician, Physician shall provide medical services for inmates for two hours per week.

- 3.2 DOC shall provide appropriate office space, office supplies, telephone access, and staff assistance for Physician services under this Agreement.
- 3.3 Physician shall at all times render services in a competent, professional, and ethical manner in accordance with recognized standards of medical practice. Physician shall also act in a manner consistent with applicable statutes, regulation, rules, orders of any and all applicable government agencies having competent jurisdiction.
- 3.4 During brief absences by Physician, Hospital may delegate another physician as substitute Physician.

4. Compensation

- 4.1 DOC will pay Hospital for the performance of services, \$140 (one hundred and forty dollars) per hour, or \$1,213 per month, payable monthly.
- 4.2 This compensation is fair market for services provided by Physician to DOC negotiated in an arm's length transaction and has not been determined in a manner which takes into account the volume or value of referrals or business. Nor is there any obligation to provide referrals or business by Physician to DOC.
- 4.3 If, during the term of the Agreement, DOC wishes to engage Physician to perform additional services outside of the scope of this Agreement, DOC and Hospital shall negotiate appropriate compensation.

5. Insurance

- 5.1 Hospital shall maintain adequate professional and general liability insurance for acting as attending or consulting Physician for individual patients at DOC.
- 5.3 As the attending physician, Physician shall consult with DOC regarding all risk management programs and in the defense of all claims.

6. Termination

- 6.1 This Agreement may be terminated as described below; provided, however, that if such termination occurs prior to expiration of the initial term or renewal term, the parties may not enter into another Agreement for service for the remainder of the initial term or renewal term:
 - 6.1.1. Upon mutual agreement of the parties of this Agreement;
 - 6.1.2. Upon ninety (90) days written notice of intent to terminate by either party;
 - 6.1.3. By DOC on Physician's death;
 - 6.1.4. By DOC on Physician's physical or mental incapacitation for a period of thirty (30) consecutive days unless another Physician, credentialed and acceptable to DOC, at Hospital's cost, to render all services in this Agreement.
 - 6.1.5. By DOC if disciplinary actions are concluded against Physician by any governmental authority.

6.1.6. By Hospital, upon facility dissolution.

6.2 In the event of termination pursuant to Section 6.1, Hospital is entitled to all unpaid compensation through date of termination.

7. Indemnification and Provisions

7.1 DOC agrees to indemnify, defend, and hold harmless Physician and Hospital, its employees, directors, officers and successors; and assigns from and against and all actions, claims, suits, demands, damages, judgments, losses, and any other costs, arising from any act, error, or omission of Physician in the provision or the failure to provide any of the services within the scope of the Physician duties as outlined in this agreement.

7.2 This Agreement contains the entire and final agreement and supersedes all prior agreements, verbal or written with respect to Physician services.

7.3 Any notice required or permitted shall be sufficient if the notice is in writing and delivered in person or sent to registered or certified mail to the principal place of business of the parties.

8. Governing Law

8.1 This Agreement shall be governed by the State of New Hampshire without regard to the conflict laws principles thereof.

IN WITNESS THEREOF, the parties have caused this Agreement to be executed and delivered as of the day and year first written above.

Ross L. Cunningham, Superintendent
Sullivan County DOC:

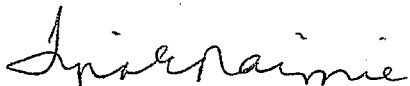


Date

4/14/08

The New London Hospital Association, Inc.

Date



3/24/08

By: Tina E. Naimie, CPA, FHFMA
Chief Financial Officer

APPENDIX D

To: Supt. Cunningham
From: Lt. Roberts
Ref: population Breakdown

Tuesday April 29, 2008

POPULATION DATA:

House of Corrections

Male – 46
Female – 6

THU

Male- 16
Female- 0

Total Population (In House) – 99

Home Confinement

Male – 5
Female – 2

NHSP

Male – 4
Female – 3

Hillsborough County

Male – 4
Female – 0

Total Census –129

Temp Hold for other jurisdictions

Cheshire County

Male-0
Female- 0

Pre-Trial Services

Male- 18
Female- 16

Pre-Trial Inmates

Male – 38
Female – 9

Weekender

Male – 0
Female – 0

Grafton County Admin Transfer

Male – 1
Female – 1

Farnum/Phoenix

Male – 2
Female – 1

Protective Custody

Male – 0
Female - 0

Merr. County

Male- 3
Female- 0

Cheshire County Admin Transfer

Male - 2
Female – 1

Belknap County

Male- 0
Female- 1

Hillsborough County

Male- 1
Female- 0



JOHN H. LYNCH
Governor

APPENDIX E
State of New Hampshire
OFFICE OF THE GOVERNOR
107 North Main Street, State House - Rm 208
Concord, New Hampshire 03301
Telephone (603) 271-2121
www.nh.gov/governor
governorlynch@nh.gov

April 7, 2008

Mr. John C. Gramuglia
PO Box 105
Winchester, NH 03470

Dear Mr. Gramuglia:

I am pleased to appoint you to the Field Services Citizen's Advisory Board that represents the Department of Corrections Commissioner's Office.

State laws require individuals appointed to boards and commissions to file a statement of financial disclosure. Enclosed you will find a notification regarding financial disclosure requirements and a financial disclosure form. This form must be filed with the Secretary of State's Office within 14 days. We have enclosed a mailing envelope for your convenience.

New Hampshire's tradition of citizen involvement is one of our state's most treasured attributes. I appreciate your willingness to serve your fellow citizens as a member of this board.

Sincerely,



John Lynch

JL/ems
Enc.

FISCAL YEAR 2009

PROPOSED

SUMMARY REVENUE

Sullivan County

SUMMARY REVENUE BY DEPARTMENT

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
Fund: GENERAL FUND - 10								
10.100.00000	SUBSIDIARY REVENUES	(\$9,329,903.04)	(\$10,392,080.00)	(\$10,383,749.75)	(\$13,720,417.00)	(\$3,328,337.00)		32.03
10.404.00000	INCENTIVE	(\$154,833.60)	(\$164,323.00)	(\$157,946.47)	(\$169,334.00)	(\$5,011.00)		3.05
10.410.00000	COUNTY ATTORNEY	(\$3,282.73)	(\$1,000.00)	(\$6,230.60)	\$0.00	\$1,000.00		(100.00)
10.411.00000	VICTIM/WITNESS PROGRAM	(\$34,102.20)	(\$35,000.00)	(\$27,622.83)	(\$35,000.00)	\$0.00		0.00
10.440.00000	SHERIFFS DEPARTMENT	(\$76,290.20)	(\$86,000.00)	(\$72,388.42)	(\$90,000.00)	(\$4,000.00)		4.65
10.443.00000	DEPUTY SHERIFFS BAILIFFS	(\$56,471.75)	(\$52,234.00)	(\$34,334.95)	(\$53,362.00)	(\$1,128.00)		2.16
10.460.00000	COURT HOUSE	(\$185,583.12)	(\$190,583.00)	(\$154,652.60)	(\$190,258.00)	\$325.00		(0.17)
10.475.00000	COOPERATIVE EXTENSION SERVICE	(\$467.12)	\$0.00	(\$79.20)	\$0.00	\$0.00		0.00
10.490.00000	HUMAN SERVICES	(\$30,147.00)	\$0.00	(\$10,999.00)	(\$10,000.00)	(\$10,000.00)		N/A
10.600.00000	DEPARTMENT OF CORRECTION	(\$102,282.03)	(\$90,000.00)	(\$51,538.39)	(\$95,000.00)	(\$5,000.00)		5.5
10.995.00000	TRANSFER IN	(\$113,374.36)	(\$75,322.00)	(\$265,883.03)	\$0.00	\$75,322.00		(100.00)
10.997.00000	TRANSFER IN	\$0.00	\$0.00	\$0.00	(\$743,575.00)	(\$743,575.00)		N/A
Fund: GENERAL FUND - 10		(\$10,086,737.15)	(\$11,086,542.00)	(\$11,165,425.24)	(\$15,106,946.00)	(\$4,020,404.00)		36.26

Sullivan County

SUMMARY REVENUE BY DEPARTMENT

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
Fund: REGISTER OF DEEDS - 22								
22.010.00000	REGISTRY EQUIPMENT FUND	(\$13,602.32)	\$0.00	(\$13,493.17)	\$0.00	\$0.00		0.00
22.420.00000	REGISTER OF DEEDS	(\$489,109.95)	(\$450,000.00)	(\$320,588.55)	(\$425,000.00)	\$25,000.00		(5.55)
Fund: REGISTER OF DEEDS - 22		(\$502,712.27)	(\$450,000.00)	(\$334,081.72)	(\$425,000.00)	\$25,000.00		(5.56)
Fund: GRANTS - 24								
24.010.00000	RADIO REIMBURSEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
24.202.00000	SAMSHA GRANT	\$0.00	\$0.00	(\$146.16)	\$0.00	\$0.00		0.00
24.345.00000	ENFORCING UNDERAGE DRINKING LAWS	(\$25,780.50)	(\$30,000.00)	(\$20,510.50)	(\$26,700.00)	\$3,300.00		(11.00)
24.411.00000	VOCA GRANT VICTIM/WITNESS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
24.425.00000	WELLNESS GRANT	(\$3,962.94)	\$0.00	(\$504.00)	\$0.00	\$0.00		0.00
24.475.00000	COOPERATIVE EXTENSION SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
24.500.00000	GRANT FISH/GAME LAND IMPROVEMENT	(\$4,500.00)	(\$3,200.00)	(\$2,000.00)	\$0.00	\$3,200.00		(100.00)
24.527.00000	JAG GRANT	(\$5,309.30)	(\$18,000.00)	(\$9,856.89)	(\$17,160.00)	\$840.00		(4.67)
24.643.00000	DJJS PLANNING	\$0.00	\$0.00	(\$6,953.93)	\$0.00	\$0.00		0.00

Sullivan County

SUMMARY REVENUE BY DEPARTMENT

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
24.645.00000	OUTSIDE DETAIL	(\$63,468.57)	(\$40,920.00)	(\$57,090.81)	(\$94,742.00)	(\$53,822.00)		131.53
24.646.00000	HIGHWAY SAFETY	(\$5,164.91)	(\$5,214.00)	(\$13,386.75)	(\$4,214.00)	\$1,000.00		(19.17)
24.647.00000	OHRV	(\$4,050.00)	(\$4,500.00)	(\$4,072.50)	(\$4,500.00)	\$0.00		0.00
24.725.00000	EMERGENCY PLANNING	\$0.00	(\$1,000.00)	\$0.00	\$0.00	\$1,000.00		(100.00)
24.745.00000	DRUG TASK FORCE AGENT	(\$69,528.11)	(\$91,007.00)	(\$60,449.68)	(\$68,612.00)	\$22,395.00		(24.60)
24.930.00000	UNH/NET JCPENNEY \$9,000	\$0.00	\$0.00	(\$9,000.00)	\$0.00	\$0.00		0.00
24.940.00000	GSCAHR PHASE II	(\$31,714.00)	(\$34,725.00)	(\$6,833.00)	\$0.00	\$34,725.00		(100.00)
24.941.00000	GSCAHR	(\$19,949.58)	\$0.00	(\$14,500.00)	\$0.00	\$0.00		0.00
24.943.00000	STRENGTHENING FAMILIES PROG 3	(\$32,702.81)	(\$23,940.00)	(\$12,914.05)	(\$23,940.00)	\$0.00		0.00
24.946.00000	NEWPORT ENRICHMENT	(\$46,465.00)	(\$62,549.00)	\$0.00	\$0.00	\$62,549.00		(100.00)
24.948.00000	PARENTS AS TEACHERS	(\$15,076.50)	(\$14,060.00)	(\$7,158.33)	(\$14,060.00)	\$0.00		0.00
24.949.00000	CAC GRAFTON/SULLIVAN CTY	(\$56,553.53)	(\$40,000.00)	(\$28,090.02)	(\$8,057.00)	\$31,943.00		(79.85)
24.953.00000	STRATEGIC PREVENTION FRAMEWORK	\$0.00	\$0.00	(\$46,813.00)	(\$187,252.00)	(\$187,252.00)		N/A
24.955.00000	PHNC	\$0.00	\$0.00	(\$31,165.52)	(\$75,124.00)	(\$75,124.00)		N/A

Sullivan County

SUMMARY REVENUE BY DEPARTMENT

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
Fund: GRANTS - 24		(\$384,225.75)	(\$369,115.00)	(\$331,445.14)	(\$524,361.00)	(\$155,246.00)		42.06
Fund: INTERGOVERNMENTAL - 30								
30.097.00000	TRANSFERS	(\$1,924,000.00)	(\$1,591,862.00)	(\$1,591,862.00)	\$0.00	\$1,591,862.00		(100.00)
30.997.00000	TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
Fund: INTERGOVERNMENTAL - 30		(\$1,924,000.00)	(\$1,591,862.00)	(\$1,591,862.00)	\$0.00	\$1,591,862.00		(100.00)
Fund: HEALTH CARE - 40								
40.097.00000	SCHC INCOME	(\$12,229,919.10)	(\$13,828,091.00)	(\$8,836,490.04)	(\$12,353,379.00)	\$1,474,712.00		(10.66)
40.530.00000	DIETARY	\$0.00	(\$5,000.00)	(\$418.50)	\$0.00	\$5,000.00		(100.00)
40.997.00000	TRANSFER OUT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
Fund: HEALTH CARE - 40		(\$12,229,919.10)	(\$13,833,091.00)	(\$8,836,908.54)	(\$12,353,379.00)	\$1,479,712.00		(10.70)
Fund: TRUST FUNDS - 41								
41.097.00000	TRUST FUNDS	(\$6,788.47)	\$0.00	(\$3,889.70)	(\$3,870.00)	(\$3,870.00)		N/A
Fund: TRUST FUNDS - 41		(\$6,788.47)	\$0.00	(\$3,889.70)	(\$3,870.00)	(\$3,870.00)		N/A
Fund: CAPITAL IMPROVEMENTS - 42								
42.097.00000	CAPITAL	(\$2,150.00)	\$0.00	(\$4,200.00)	\$0.00	\$0.00		0.00

Sullivan County

SUMMARY REVENUE BY DEPARTMENT

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
42.954.00000	DEPT	\$0.00	\$0.00	(\$14,000.00)	\$0.00	\$0.00		0.00
Fund: CAPITAL IMPROVEMENTS - 42		(\$2,150.00)	\$0.00	(\$18,200.00)	\$0.00	\$0.00		0.00
Fund: THE MEADOWS - 43								
43.097.00000	THE MEADOWS	(\$1,500.00)	\$0.00	(\$1,500.00)	\$0.00	\$0.00		0.00
Fund: THE MEADOWS - 43		(\$1,500.00)	\$0.00	(\$1,500.00)	\$0.00	\$0.00		0.00
Grand Total:		(\$25,138,032.74)	(\$27,330,610.00)	(\$22,283,312.34)	(\$28,413,556.00)	(\$1,082,946.00)		3.96

End of Report

FISCAL YEAR 2009

PROPOSED

SUMMARY EXPENSES

Sullivan County

SUMMARY EXPENSE BY DEPT FY09 BUDGET

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
Fund: GENERAL FUND - 10								
10.400.00000	COMMISSIONERS OFFICE	\$183,833.35	\$250,845.00	\$168,913.79	\$326,579.00	\$75,734.00		30.19
10.401.00000	TREASURER	\$5,216.48	\$7,273.00	\$5,449.73	\$7,014.00	(\$259.00)		(3.56)
10.402.00000	AUDITOR	\$37,500.00	\$33,625.00	\$37,136.00	\$42,500.00	\$8,875.00		26.39
10.403.00000	COUNTY MANAGER	\$137,834.15	\$156,887.00	\$131,236.51	\$122,937.00	(\$33,950.00)		(21.64)
10.404.00000	INCENTIVE	\$154,806.46	\$164,323.00	\$111,062.25	\$169,334.00	\$5,011.00		3.05
10.405.00000	PAYROLL OFFICE	\$81,194.39	\$90,782.00	\$78,228.25	\$91,899.00	\$1,117.00		1.23
10.406.00000	CONSERVATION DISTRICT	\$60,975.34	\$61,362.00	\$52,094.20	\$46,200.00	(\$15,162.00)		(24.71)
10.407.00000	EMERGENCY RESERVE FUND	\$0.00	\$15,000.00	\$0.00	\$15,000.00	\$0.00		0.00
10.409.00000	ACCOUNTING	\$43,764.75	\$50,000.00	\$23,755.60	\$15,000.00	(\$35,000.00)		(70.00)
10.410.00000	COUNTY ATTORNEY	\$401,584.68	\$451,359.00	\$338,454.08	\$472,462.00	\$21,103.00		4.67
10.411.00000	VICTIM/WITNESS PROGRAM	\$58,884.42	\$63,031.00	\$61,098.66	\$65,400.00	\$2,369.00		3.76
10.440.00000	SHERIFFS DEPARTMENT	\$548,531.87	\$589,969.00	\$443,626.01	\$587,066.00	(\$2,903.00)		(0.49)
10.443.00000	DEPUTY SHERIFFS BAILIFFS	\$53,078.44	\$52,234.00	\$45,307.22	\$53,362.00	\$1,128.00		2.16

Sullivan County

SUMMARY EXPENSE BY DEPT FY09 BUDGET

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
10.450.00000	MEDICAL REFEREE	\$13,430.35	\$9,000.00	\$6,955.79	\$11,000.00	\$2,000.00		22.22
10.460.00000	COURT HOUSE	\$125,068.04	\$120,136.00	\$75,582.99	\$108,355.00	(\$11,781.00)		(9.80)
10.475.00000	COOPERATIVE EXTENSION SERVICE	\$221,029.63	\$238,918.00	\$192,452.76	\$244,379.00	\$5,461.00		2.28
10.480.00000	SCHC CAPITAL	\$0.00	\$0.00	\$0.00	\$258,000.00	\$258,000.00		N/A
10.481.00000	DOC CAPITAL	\$0.00	\$0.00	\$0.00	\$209,630.00	\$209,630.00		N/A
10.482.00000	WOODHULL COMPLEX CAPITAL	\$0.00	\$0.00	\$0.00	\$12,000.00	\$12,000.00		N/A
10.484.00000	UNITY COMPLEX CAPITAL	\$0.00	\$0.00	\$0.00	\$40,000.00	\$40,000.00		N/A
10.490.00000	HUMAN SERVICES	\$4,521,077.75	\$4,363,158.00	\$3,471,789.00	\$4,941,124.00	\$577,966.00		13.25
10.497.00000	WOODHULL COUNTY COMPLEX	\$154,779.71	\$98,840.00	\$63,579.02	\$91,412.00	(\$7,428.00)		(7.51)
10.520.00000	HUMAN RESOURCES	\$194,103.99	\$234,539.00	\$156,196.08	\$252,380.00	\$17,841.00		7.61
10.550.00000	OPERATION OF PLANT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		N/A
10.600.00000	DEPARTMENT OF CORRECTION	\$2,661,581.16	\$2,881,479.00	\$2,163,599.45	\$3,230,853.00	\$349,374.00		11.26
10.700.00000	FACILITIES	\$0.00	\$0.00	\$0.00	\$8,000.00	\$8,000.00		(2.44)
10.861.00000	COUNTY GRANTS	\$171,500.00	\$179,000.00	\$113,250.00	\$190,138.00	\$11,138.00		6.22

Sullivan County

SUMMARY EXPENSE BY DEPT FY09 BUDGET

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
10.900.00000	INTEREST LONG TERM NOTES	\$50,871.72	\$80,000.00	\$105,234.17	\$105,000.00	\$25,000.00		31.25
10.980.00000	DELEGATION	\$16,291.48	\$12,100.00	\$6,534.55	\$12,100.00	\$0.00		0.00
10.985.00000	MISC PER AUDITORS	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
10.997.00000	TRANSFER IN	\$1,106,702.00	\$774,564.00	\$774,564.00	\$0.00	(\$774,564.00)		(100.00)
10.998.00000	PRIOR YR DEFICIT	\$0	\$0	\$0	\$835,000	\$835,000		0
Fund: GENERAL FUND - 10		\$10,765,771.42	\$10,693,885.00	\$8,446,148.43	\$12,564,124.00	\$1,870,239.00		17.49
Fund: REGISTER OF DEEDS - 22								
22.420.00000	REGISTER OF DEEDS	\$359,890.52	\$450,250.00	\$347,291.26	\$380,877.00	(\$69,373.00)		(15.41)
22.997.00000	TRANSFER OUT	\$75,322.00	\$0.00	\$200,795.03	\$0.00	\$0.00		0.00
Fund: REGISTER OF DEEDS - 22		\$435,212.52	\$450,250.00	\$548,086.29	\$380,877.00	(\$69,373.00)		(15.41)
Fund: GRANTS - 24								
24.345.00000	ENFORCING UNDERAGE DRINKING LAWS	\$25,780.50	\$30,000.00	\$21,552.50	\$26,719.00	(\$3,281.00)		10.94
24.475.00000	COOPERATIVE EXTENSION SERVICE	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
24.500.00000	GRANT FISH/GAME LAND IMPROVEMENT	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
24.527.00000	JAG GRANT	\$6,131.29	\$18,000.00	\$9,856.89	\$17,160.00	(\$840.00)		(4.67)

Sullivan County

SUMMARY EXPENSE BY DEPT FY09 BUDGET

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
24.643.00000	DJJS PLANNING	\$0.00	\$0.00	\$18,918.44	\$0.00	\$0.00		0.00
24.645.00000	OUTSIDE DETAIL	\$61,152.72	\$40,920.00	\$60,012.57	\$94,791.00	\$53,871.00		131.65
24.646.00000	HIGHWAY SAFETY	\$4,009.32	\$5,214.00	\$14,413.18	\$4,241.00	(\$973.00)		(18.66)
24.647.00000	OHRV	\$4,037.00	\$4,500.00	\$2,745.66	\$4,535.00	\$35.00		0.77
24.700.00000	FACILITIES	\$4,500.00	\$3,200.00	\$5,060.00	\$0.00	(\$3,200.00)		(100.00)
24.725.00000	EMERGENCY PLANNING	\$0.00	\$1,000.00	\$0.00	\$0.00	(\$1,000.00)		(100.00)
24.745.00000	DRUG TASK FORCE AGENT	\$69,020.06	\$91,007.00	\$68,323.03	\$68,612.00	(\$22,395.00)		(24.61)
24.930.00000	UNH/NET JCPENNEY \$9,000	\$0.00	\$0.00	\$6,750.00	\$0.00	\$0.00		0.00
24.940.00000	GSCAHR PHASE II	\$0.00	\$34,725.00	\$25,253.86	\$0.00	(\$34,725.00)		(100.00)
24.941.00000	GSCAHR	\$19,949.58	\$0.00	\$14,500.00	\$0.00	\$0.00		0.00
24.943.00000	STRENGTHENING FAMILIES PROG 3	\$29,959.99	\$23,940.00	\$16,117.36	\$23,940.00	\$0.00		0.00
24.944.00000	S.CTY. INTERVENTION PROG 2	\$7,235.36	\$0.00	\$0.00	\$0.00	\$0.00		0.00
24.945.00000	LADAC WORKFORCE GRANT	\$20,616.50	\$0.00	\$9.75	\$0.00	\$0.00		0.00
24.946.00000	NEWPORT ENRICHMENT	\$68,526.09	\$62,549.00	(\$1,033.64)	\$0.00	(\$62,549.00)		(100.00)

Sullivan County

SUMMARY EXPENSE BY DEPT FY09 BUDGET

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
24.947.00000	CLAREMONT TEEN RESOURCE CENTE	\$12,329.94	\$0.00	\$0.00	\$0.00	\$0.00		0.00
24.948.00000	PARENTS AS TEACHERS	\$13,851.21	\$14,060.00	\$9,584.99	\$14,060.00	\$0.00		0.00
24.949.00000	CAC GRAFTON/SULLIVAN CTY	\$58,540.87	\$40,000.00	\$24,095.22	\$8,057.00	(\$31,943.00)		(79.86)
24.953.00000	STRATEGIC PREVENTION FRAMEWORK	\$0.00	\$0.00	\$49,437.54	\$183,423.00	\$183,423.00		N/A
24.955.00000	PHNC	\$0.00	\$0.00	\$38,335.72	\$72,697.00	\$72,697.00		N/A
24.997.00000	TRANSFER OUT(FORFEITURE)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
Fund: GRANTS - 24		\$405,640.43	\$369,115.00	\$383,933.07	\$518,235.00	\$149,120.00		40.40
Fund: INTERGOVERNMENTAL - 30								
30.409.00000	ACCOUNTING	\$43,764.75	\$50,000.00	\$25,255.60	\$0.00	(\$50,000.00)		(100.00)
30.520.00000	HUMAN RESOURCES	\$194,103.99	\$234,539.00	\$195,215.01	\$0.00	(\$234,539.00)		(100.00)
30.550.00000	OPERATION OF PLANT	\$1,085,809.99	\$1,180,896.00	\$989,260.54	\$0.00	(\$1,180,896.00)		(100.00)
30.555.00000	CENTRAL SUPPLY	\$36,127.07	\$55,598.00	\$35,264.87	\$0.00	(\$55,598.00)		(100.00)
30.700.00000	FACILITIES	\$11,156.45	\$8,200.00	\$2,829.71	\$0.00	(\$8,200.00)		(100.00)
30.997.00000	TRANSFER OUT	\$2,472.00	\$2,472.00	\$2,472.00	\$0.00	(\$2,472.00)		(100.00)

Sullivan County

SUMMARY EXPENSE BY DEPT FY09 BUDGET

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
Fund: INTERGOVERNMENTAL - 30		\$1,373,434.25	\$1,531,705.00	\$1,250,297.73	\$0.00	(\$1,531,705.00)		(100.00)
Fund: HEALTH CARE - 40								
40.492.00000	MARKETING	\$140,465.61	\$146,253.00	\$49,410.25	\$149,592.00	\$3,339.00		2.28
40.500.00000	ADMINISTRATION NURSING HOME	\$1,329,624.82	\$1,290,206.00	\$758,356.71	\$1,022,912.00	(\$267,294.00)		(20.72)
40.520.00000	OLD HUMAN RESOURCES	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		0.00
40.530.00000	DIETARY	\$1,573,761.54	\$1,745,072.00	\$1,253,905.39	\$1,768,165.00	\$23,093.00		1.32
40.540.00000	NURSING	\$6,615,302.20	\$6,883,622.00	\$4,475,787.70	\$6,009,468.00	(\$874,154.00)		(12.69)
40.541.00000	NURSING ON-CALL	\$306,024.96	\$407,196.00	\$1,192,130.02	\$1,267,318.00	\$860,122.00		211.23
40.550.00000	OPERATION OF PLANT	\$1,085,809.99	\$1,180,896.00	\$928,606.92	\$1,293,658.00	\$112,762.00		9.55
40.555.00000	CENTRAL SUPPLY	\$36,127.07	\$55,598.00	\$26,919.39	\$56,899.00	\$1,301.00		2.34
40.560.00000	LAUNDRY & LINEN	\$311,626.35	\$374,557.00	\$267,922.93	\$352,974.00	(\$21,583.00)		(5.76)
40.570.00000	HOUSEKEEPING	\$534,655.47	\$665,384.00	\$417,684.51	\$680,440.00	\$15,056.00		0.76
40.580.00000	PHYSICIAN & PHARMACY	\$71,733.63	\$55,000.00	(\$11,858.42)	\$28,800.00	(\$26,200.00)		(47.64)
40.585.00000	MEDICARE PART A	\$552,497.89	\$469,232.00	\$443,956.86	\$624,971.00	\$155,739.00		33.19

Sullivan County

SUMMARY EXPENSE BY DEPT FY09 BUDGET

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
40.586.00000	MEDICARE PART B	\$225,762.77	\$217,266.00	\$258,736.57	\$340,000.00	\$122,734.00		56.49
40.589.00000	MEDICAID SPEECH	\$0.00	\$0.00	\$755.70	\$1,500.00	\$1,500.00		N/A
40.591.00000	PHYSICAL THERAPY	\$44,924.12	\$40,000.00	\$33,758.00	\$38,000.00	(\$2,000.00)		(5.00)
40.592.00000	OCCUPATIONAL THERAPY	\$23,790.68	\$30,590.00	\$12,491.12	\$17,000.00	(\$13,590.00)		(44.43)
40.593.00000	RECREATIONAL THERAPY	\$316,747.80	\$387,483.00	\$269,193.60	\$381,144.00	(\$6,339.00)		(1.64)
40.594.00000	SOCIAL SERVICES	\$157,621.19	\$126,940.00	\$107,934.87	\$136,354.00	\$9,414.00		7.42
40.596.00000	DENTAL SERVICE	\$20,810.16	\$24,000.00	\$19,139.82	\$24,000.00	\$0.00		0.00
40.997.00000	TRANSFER OUT	\$807,354.00	\$807,354.00	\$807,354.00	\$743,575.00	(\$63,779.00)		(7.90)
Fund: HEALTH CARE - 40		\$13,032,703.19	\$13,670,155.00	\$10,356,659.63	\$14,936,770.00	\$1,266,615.00		9.27
Fund: TRUST FUNDS - 41								
41.501.00000	NH RESIDENT FUND	\$1,751.80	\$0.00	\$2,665.56	\$1,470.00	\$1,470.00		N/A
41.502.00000	NH EQUIPMENT FUND	\$342.67	\$0.00	\$0.00	\$2,067.00	\$2,067.00		N/A
41.503.00000	NH RESIDENT STORE HOSPICE	\$0.00	\$0.00	\$0.00	\$2,623.00	\$2,623.00		N/A
41.504.00000	NH ACTIVITY FUND	\$1,561.64	\$0.00	\$1,048.45	\$1,967.00	\$1,967.00		N/A

Sullivan County

SUMMARY EXPENSE BY DEPT FY09 BUDGET

Fiscal Year: 2007-2008

Definition: Sullivan County Fiscal Year 2009

Account	Description	FY07 Final	FY08 Budget	FY08 YTD	Proposed Comms 09	Dollar Diff FY08-Prop09	Finance	Percentage
41.505.00000	NH BOOK FUND	\$692.03	\$0.00	\$855.25	\$796.00	\$796.00		N/A
41.506.00000	NH CTY HOME FUND	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00		N/A
41.507.00000	NH VENDING FUND	\$912.00	\$0.00	\$1,374.00	\$1,500.00	\$1,500.00		N/A
41.508.00000	NH ALIX UNGREN FUND	\$0.00	\$0.00	\$0.00	\$2,981.00	\$2,981.00		N/A
41.509.00000	NH ELSIE HARDISON FUND	\$0.00	\$0.00	\$0.00	\$146.00	\$146.00		N/A
Fund: TRUST FUNDS - 41		\$5,260.14	\$0.00	\$5,943.26	\$13,550.00	\$13,550.00		0.00
Fund: CAPITAL - 42		\$607,660.35	\$615,500.00	\$245,951.00	\$0	(\$615,500.00)		
Grand Total:		\$26,625,682.30	\$27,330,610.00	\$21,237,019.24	\$28,413,556.00	\$1,082,946.00		3.96

Sullivan County Proposed FY09 Budget Summary

FY09 Proposed budgeted Expenses = \$28,413,556

FY09 Proposed budgeted Revenues = \$14,709,033

FY09 proposed amount to be raised
in taxes = \$13,704,523

FY08 amount raised by taxes = \$10,369,380

Increase = **\$3,335,143 (32.16%)**

The amount to be raised in taxes includes \$835,000 which will be used to offset a portion (approximately 1/3) of the audited FY07 deficit in unrestricted net assets which was \$2,505,877. The remainder of the increase in taxes is a result of a net decrease in proposed revenue of \$2,252,197 and a net increase in proposed expenses of \$247,946 which results in expenses exceeding revenue in the amount of \$2,500,143.

There are primarily 3 factors driving this imbalance;

1. A proposed decrease in revenue from Sullivan County Health Care of \$1,479,712
2. A proposed increase in Human Services expenses of \$577,966
3. A proposed increase in the Department of Corrections expenses of \$349,374

These 3 factors alone account for \$2,407,052 of this imbalance.

APPENDIX H

ESTIMATED 2008-2009 COUNTY TAXES

8
FY 2007 COUNTY TAX: \$10,369,380.00

ESTIMATED FY 2008-2009 COUNTY TAX: \$13,704,523.00

\$ INCREASE \$3,335,143.00

% INCREASE 32.16%

Should be Titled
2008
FY 2007
2008
FY 2007

MUNICIPALITY	FY 2007 2008 % OF COUNTY TAX	FY 2007 2008 \$ OF COUNTY TAX	ESTIMATED FY 2008-2009 \$ OF COUNTY TAX	\$ INCREASE	ESTIMATED FY 2008-2009 % OF COUNTY TAX
ACWORTH	2.0580%	\$213,406	282,039	\$68,633	2.1%
CHARLESTOWN	5.9298%	\$614,883	812,651	\$197,768	5.9%
CLAREMONT	17.6941%	\$1,834,765	2,424,892	\$590,127	17.7%
CORNISH	4.2182%	\$437,405	578,084	\$140,679	4.2%
CROYDON	1.9828%	\$205,605	271,733	\$66,128	2.0%
GOSHEN	1.6503%	\$171,130	226,166	\$55,036	1.7%
GRANTHAM	11.1122%	\$1,152,264	1,522,874	\$370,610	11.1%
LANGDON	1.3240%	\$137,292	181,448	\$44,156	1.3%
LEMPSTER	2.3455%	\$243,210	321,440	\$78,230	2.3%
NEWPORT	9.7157%	\$1,007,455	1,331,490	\$324,035	9.7%
PLAINFIELD	5.7347%	\$594,649	785,913	\$191,264	5.7%
SPRINGFIELD	4.1064%	\$425,811	562,763	\$136,952	4.1%
SUNAPEE	24.0137%	\$2,490,077	3,290,963	\$800,886	24.0%
UNITY	2.8460%	\$295,111	390,031	\$94,920	2.8%
WASHINGTON	5.2686%	\$546,317	722,036	\$175,719	5.3%
TOTALS	100.0000%	\$10,369,380	\$13,704,523	\$3,335,143	100%

APPENDIX I.

SULLIVAN COUNTY TAX HISTORY WITH FY08⁹/PROPOSED

Fiscal Year	Amount Raised by Taxes	Dollar Difference	Percentage
FY'88 ⁸⁹	4,581,154.00		
FY'89 ⁹⁰	4,974,681.00	393,527.00	9%
FY'90 ⁹¹	6,745,760.00	1,771,079.00	36%
FY'91 ⁹²	6,493,331.00	(252,429.00)	-4%
FY'92 ⁹³	5,662,675.00	(830,656.00)	-13%
FY'93 ⁹⁴	5,507,523.00	(155,152.00)	-3%
FY'94 ⁹⁵	5,507,523.00	-	0%
FY'95 ⁹⁶	5,272,670.00	(234,853.00)	-4%
FY'96 ⁹⁷	5,272,357.00	(313.00)	0%
FY'97 ⁹⁸	5,638,879.00	366,522.00	7%
FY'98 ⁹⁹	5,743,021.00	104,142.00	2%
FY'99 ⁰⁰	5,713,828.00	(29,193.00)	-1%
FY'00 ⁰¹	8,615,640.00	2,901,812.00	51%
FY'01 ⁰²	10,883,753.00	2,268,113.00	26%
FY'02 ⁰³	9,840,870.00	(1,042,883.00)	-10%
FY'03 ⁰⁴	9,336,760.00	(504,110.00)	-5%
FY'04 ⁰⁵	9,433,119.00	96,359.00	1%
FY'05 ⁰⁶	9,433,119.00	-	0%
FY'06 ⁰⁷	9,283,721.00	(149,398.00)	-2%
FY'07 ⁰⁸	10,369,380.00	1,085,659.00	12%
FY'08 ⁰⁹	13,704,523.00	3,335,143.00	32%

OTHER FY DATES NEEDED?